



VICTORVILLE WATER DISTRICT  
REQUEST FOR BID

for

\* \* \* \* \*

**ANNUAL SUPPLY AGREEMENT  
FOR  
WATER TREATMENT CHEMICALS**

\* \* \* \* \*

**PROJECT # CC18-004**

DUE DATE:

JUNE 19, 2017

at

2:30 p.m.

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## **SECTION A**

### *SPECIAL PROVISIONS AND GENERAL REQUIREMENTS*

**VICTORVILLE WATER DISTRICT, CALIFORNIA**  
**NOTICE INVITING BIDS**

**ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS**

A-1 NOTICE IS HEREBY GIVEN - Sealed bids will be received by the Purchasing Agent of the City of Victorville, California, for furnishing and delivering, to the designated point within the City of Victorville, **ANNUAL SUPPLY AGREEMENT FOR WATER TREATMENT CHEMICALS, Project #CC18-004**, as described in the specifications for this item(s).

A-2 DATE OF OPENING BIDS - Bids will be received by the Purchasing Agent at 14343 Civic Drive, Victorville, California, 92392, until **2:30 P.M. (PST), JUNE 19, 2017**, in the Finance Conference Room. Faxed/emailed bids will not be accepted.

A-3 OBTAINING BID PROPOSAL FORMS - Bid Proposal Forms may be obtained from the Finance Division in the Admin. Services Dept., City of Victorville, 14343 Civic Dr., Victorville, California, 92392, or by contacting Celeste Calderon at 760/955-5082 or by email: cmcalderon@victorvilleca.gov.

The City of Victorville Web Page, <http://victorvilleca.gov> under the tab heading, "Purchasing Bids", will contain a copy of this document as well as a summary of any/all applicable addenda.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE.

Dated: May 30, 2017

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Marcie Wolters, Assistant City Clerk

**VICTORVILLE WATER DISTRICT**  
**INSTRUCTIONS TO BIDDERS**

Furnish and Deliver  
**ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS**

**CONTACTS (Questions Regarding):**

Procurement Process:

**Celeste Calderon, Finance Specialist**  
*Phone: (760) 955-5082; Fax: (760) 269-0045*  
*Address: 14343 Civic Drive, Victorville, CA 92392*  
*Email: [cmcaldreron@victorvilleca.gov](mailto:cmcaldreron@victorvilleca.gov)*

Technical requirements:

**Arnold Villarreal, Water Supply Supervisor**  
*Phone: (760) 955-2993*  
*e-mail: [avillarreal@victorvilleca.gov](mailto:avillarreal@victorvilleca.gov)*

The work embraced herein shall be done in accordance with these Specifications and the Special Provisions as listed herein.

**I-1 CONDITIONS OF BID**

Specifications set forth by Victorville Water District (District) are to be considered as a minimum. Bidders shall also accompany the signed Bid Proposal Form with a list of exceptions to the specifications for the equipment proposed which do not meet the minimum specifications as set forth in the City of Victorville Specifications for the **Annual Supply Agreement WATER TREATMENT CHEMICALS**. A statement of all guarantees provided by the manufacturer covering the item(s) proposed and the appurtenant equipment shall also accompany the Bid Proposal Form.

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

Each bidder shall submit, with the bid, a copy of the proposed product specifications, complete detailed drawing(s), and other descriptive matter in sufficient detail to clearly describe the **Annual Supply Agreement - WATER TREATMENT CHEMICALS**, material(s) and part(s) offered.

For the purpose of determining minimal performance and quality standards, these specifications are based on current water specifications. The final determinant for "equal product" quotes shall be solely by the District. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure. Standard equipment and materials, unless otherwise stipulated, are a part of these specifications.

Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening. Unit pricing shall reflect **F.O.B., Victorville, California**, and shall remain for a period of twelve (12) months from the date of the Water Board approval. Prices may be renegotiated after the original twelve (12) month time frame with a cap of three percent (3%) or C.P.I. as listed in the Wall Street Journal, whichever is less.

Manufacturer and/or bidder shall defend any and all suits and assume all liability for any and all claims made against the District, or any of its officials or agents for the use of any patented process, device or article forming a part of the **Annual Supply Agreement - WATER TREATMENT CHEMICALS** or any material(s) furnished under the contract.

The **Annual Supply Agreement - WATER TREATMENT CHEMICALS** that the bidder proposes to furnish to the Water District must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal government and the State of California, whether such safety features and/or materials have been specifically outlined in the specifications or not.

Successful bidder delivering the units pursuant to these Instructions shall guarantee that they meet the specifications as set forth herein. If it is found the item(s) delivered do(es) not meet the requirements of the City of Victorville Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by the District.

Price shall be quoted **F.O.B., Victorville, California** (all transportation charges fully prepaid), and shall include all discounts. Bid shall include California sales tax computed at the rate of seven and half percent (7.75%).

**Vendor will be given (48) forty-eight hour advance notification prior to delivery or customer pick-up. Verbal orders shall be acceptable.** In case the delivery of the item(s) under this contract is (are) delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the District.

Purchaser's authorized representatives shall have the authority to inspect production at any time during the manufacturing process.

It is agreed by the parties to the contract that in the event complete delivery is not made within the time or times set forth pursuant to these Instructions, damage will be sustained by the Water District and it is impractical and extremely difficult to ascertain and determine the actual damage the District will sustain in the event of such delay. Therefore, it is agreed that the successful bidder shall pay to the District as fixed and liquidated, damages and not as a penalty, a dollar sum in the amount of One Hundred (\$100.00) per day, for delay in making delivery and assembly or finishing the work, in excess of the number of days prescribed above.

In the event the bidder fails to make complete delivery of the material as specified, per each order during the contract term, the District shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the District deems appropriate. It is further agreed, in the event such damages are sustained by the District, the District shall deduct the amount thereof from any monies due or that may become due the vendor under the contract or take other action as the District deems appropriate.

## **I-2 PROHIBITED INTEREST**

No member, officer, or employee of the District or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree, to their knowledge, no board member, officer, or employee of the District has any interest, whether contractual, noncontractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District. If

any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

### **I-3 DATE OF OPENING BIDS**

The bidder's attention is directed to the Notice Inviting Bids and Special Provisions for the requirements and conditions concerning award and execution of the contract.

Bids will be received at the Office of the Purchasing Agent for the City of Victorville, 14343 Civic Drive, Victorville, California, 92392, until **2:30 p.m. on June 19, 2017** at which time and place the bids will be publicly opened and read aloud, by the City Clerk in Conference Room "C." Bids will be submitted in sealed envelopes, double envelope style, the inside clearly marked "Bid Proposal Form for **WATER TREATMENT CHEMICALS – ANNUAL SUPPLY AGREEMENT - Project #CC18-004.**" The outside envelope shall be marked to the attention of the Purchasing Agent. All bids submitted shall be on the Bid Proposal Forms provided. Contractor shall complete and return one (1) original and two (2) copies of their bids. **Faxed and/or emailed bids will not be accepted.**

### **I-4 LOCATION OF DELIVERY POINT**

The **WATER TREATMENT CHEMICALS** to be furnished shall be delivered to various locations within the City limits of Victorville on as needed basis (see attached Bid Proposal Form).

### **I-5 AWARD OF CONTRACT**

The District reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding process. The District further reserves the right to award the contract to other than the lowest Bidder if such action is deemed to be in the best interest of the District. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal form shall constitute a commitment on the part of that Bidder to furnish the equipment as set forth in the Bid Proposal Form, the Instructions to Bidders, the Specifications, and the Notice Inviting Bids. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by the Water Board. The Instructions to Bidders, the Notice Inviting Bids, the Bid Proposal Form, and the City of Victorville Specifications, together with the specifications of the item(s) proposed to be furnished, shall all be considered as part of the contract between the City and the Bidder to whom a Purchase Order is issued. Furthermore, the bidder to whom the contract is awarded shall furnish and deliver the **WATER TREATMENT CHEMICAL** as set forth herein.

The City of Victorville shall make payment by cash or check within thirty (30) days after complete delivery and acceptance of specified **WATER TREATMENT CHEMICAL** by the District and receipt of the bidder's priced invoice.

### **I-6 TERM OF CONTRACT**

The term of this contract shall be from the date of award by the Water Board, until the end of the **2017-2018** fiscal year (June 30, 2018); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by the District.

## **I-7     TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE**

The District may, by written notice, terminate this contract in whole or in part, when deemed in the District's interest. Upon termination of this contract, the District shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

### **TERMINATION FOR DEFAULT**

The District, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The District's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from the District.

Upon termination of the contract with the successful bidder, the District may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of the District.

## **I-8     QUANTITIES**

The quantities listed in the Bid Proposal Form are provided as a best estimate of usage by the District. These quantities do not constitute an offer to purchase. They are provided as a parameter for bidders to formulate their bids. The District does not guarantee any quantities of purchase, and reserves the right to change quantities as required during the course of the contract.

## **I-9     NON-COLLUSION AFFIDAVIT**

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

## **I-10    INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify the District, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the District, its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the District, its



officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the District, its officials, volunteers, officers, agents, and employees harmless therefrom;

- (c) In the event the District, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the District, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the District.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

#### **I-11 AWARD TO TWO SUPPLIERS**

The District will award two contracts one for Sodium Hypochlorite and Ferric Chloride the other. Both awards will be based on the same criteria as outlined elsewhere in this document. It is the District's intent to use both suppliers on a as-needed-basis, no minimum order amount is guaranteed. It is expected that the both suppliers will be available on a short notice to deliver the materials outlined in the specifications, without exceptions and as detailed in the specifications.

The City will order from the secondary source only after giving the primary source the opportunity to provide the required materials by the date needed.

#### **I-12 INSURANCE**

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- b. Insurance Services Office form number CA 0001 (Ed. 1/87) covering
- c. Automobile Liability, Code I (any auto)
- d. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
- e. Course of Construction/Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

#### a. **Comprehensive General and Automobile Liability Insurance**

Contractor shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance, of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents, and independent contractors. Contractor shall further procure and maintain, at its own expense, during the Term of this Agreement, Commercial Vehicle Liability Insurance covering person injury and property damage, of not less than One Million Dollars (\$1,000,000.00) combined single limit, covering any vehicle utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

#### b. **Workers' Compensation Insurance**

1. Contractor shall procure and maintain at its' own expense, during the Term of this Agreement, Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.
2. If any class of employees employed by the Contractor, pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of District.
3. Course of Construction/Inland Marine Insurance Completed Value of the project including owned, leased and rented equipment. This insurance shall include the interest of the City, its officers, officials, employees, agents and volunteers. Contractor and subcontractors and will cover their Work at the site and all materials, supplies, equipment, machinery and

apparatus entering into the construction of the Work site.

#### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to the District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the District, its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, City of Victorville Attorney, are named as Additional Insured's. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers.
2. Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the District, its officers, volunteers, employees, contractors, and subcontractors.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its officers, officials, employees, agents or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to City of Victorville. In the case of non-payment, ten (10) days' advance written notice shall be given.

#### Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A:VII.

### Verification of Coverage

Contractor shall furnish the District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences. As an alternative to District's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

### Subcontractors

The Contractor shall include all subcontractors as insured under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein

## SECTION D

### **PROPOSAL & SUBMITTALS**

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled " **WATER TREATMENT CHEMICALS, Project # CC18-004**". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- \_\_\_\_\_ Submission Certification
- \_\_\_\_\_ Bid Proposal Form
- \_\_\_\_\_ Proposer Identification
- \_\_\_\_\_ Customer References
- \_\_\_\_\_ Signature Authorization
- \_\_\_\_\_ Non-Collusion Affidavit (must be notarized)
- \_\_\_\_\_ Worker's Compensation
- \_\_\_\_\_ List of Subcontractors

**NOTE: Additional Information Required - Please include your Safety Practices/Guidelines and Safety Records with your bid documents.**

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
BID PROPOSAL FORM**

**CC18-004 ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS**

The undersigned hereby agrees to furnish and deliver the chemicals.

The listed quantities are provided as a best estimate of usage by the Victorville Water District. These quantities do not constitute an offer to purchase, nor an exact listing of materials that the District will purchase. They are provided as a parameter for bidder's to formulate their quotations. The District does not guarantee any quantities of purchase, and reserves the right to change (increase or decrease) quantities as required during the course of this contract. In accordance with the terms of this contract, unit pricing provided shall remain firm for the term of this contract regardless of quantity changes.

NOTE: The District reserves the right to award any portion of, or all of this annual supply agreement to one or more bidders. All prices should include sales tax, and all available discounts. Tank owned by the Supplier must be a no cost to the District.

LOCATION	ADDRESS	PRODUCT	STRENGTH	TANK CAPACITY (GALS)	TANK OWNER	PRICE/GAL
WID 2 Warehouse	10028 6 <sup>th</sup> St.	Sodium Hypochlorite	12.50%	1500	Vendor Supplied	\$
Centralized Blending Facility	13099 Avenal St.	Sodium Hypochlorite	12.50%	1400 Opt. Min.	Vendor Supplied	\$
Well #144	14681 Peral Rd.	Sodium Hypochlorite	12.50%	950	Vendor Supplied	\$
Well #140	11546 Pinon Ave.	Sodium Hypochlorite	12.50%	600-700	Vendor Supplied	\$
Well #139 and Balsam Treatment Plant	14605 Balsam Rd.	Sodium Hypochlorite	12.50%	Tank #1	District	\$
		Caustic	25%	1650	District	\$
		Sodium Hypochlorite	12.50%	Tank #2 1400	District	\$
		Ferric-HCL	90/10	2400	District	\$

LOCATION	ADDRESS	PRODUCT	STRENGTH	TANK CAPACITY (GALS)	TANK OWNER	PRICE/GAL
Turnout #3	11540 Pinon Ave.	Sodium Hypochlorite	12.50%	1000	District	\$
Turnout #6	11820 Mesa View Dr.	Sodium Hypochlorite	12.50%	1000	District	\$
El Evado Treatment Plant	13700 El Evado	Sodium Hypochlorite	12.50%	2000	District	\$
		Caustic	25.00%	1650	District	\$
		Ferric Chloride	40%	3900	District	\$
La Mesa Wtr Treatment Plant	13123 La Mesa Rd.	Sodium Hypochlorite	13%	1700	Vendor Supplied	\$
		Sulfuric Acid	93%	350	District	\$
		Ferric Chloride	40%	350	District	\$
High Desert Power Plant Booster Station	19000 Perimeter Rd.	Sodium Hypochlorite	12.50%	1900	District	\$
Other (specify)						
<b>TOTAL BID</b>					<b>\$</b>	

TOTAL BID PRICE IN WORDS: \_\_\_\_\_

Please identify any exceptions that you are taking to the District specifications and explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name printed \_\_\_\_\_ Title \_\_\_\_\_

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
PROPOSER IDENTIFICATION**

1. Legal name of Proposer: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business:  
☐ Sole Proprietor   ☐ Partnership   ☐ Corporation   Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Proposer's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Federal Tax Identification Number: \_\_\_\_\_
10. Proposer's Project Manager: \_\_\_\_\_

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

LIST THREE AGENCIES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax:	
	Email:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax:	
	Email:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Fax:	
	Email:	

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
SIGNATURE AUTHORIZATION**

Proposer/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

\_\_\_\_\_ An individual.  
\_\_\_\_\_ A partnership, Partners' names:  
\_\_\_\_\_ A company.  
\_\_\_\_\_ A corporation.

2. My tax identification number is: \_\_\_\_\_  
(For individuals, this number is usually the Social Security Number)

3. \_\_\_\_\_ I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

\_\_\_\_\_ I have recently filed for Small Business Preference but have not yet received certification.

\_\_\_\_\_ I am not a Small Business.

4. \_\_\_\_\_ My business is owned by a minority whose ethnicity is: \_\_\_\_\_

\_\_\_\_\_ My business is owned by a woman.

\_\_\_\_\_ My business is owned by a disabled veteran.



**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
WORKERS' COMPENSATION CERTIFICATE**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

---

Signature

---

Company Name

---

Printed Name

---

Business License Number

---

Title

---

Date

**VICTORVILLE WATER DISTRICT  
ANNUAL SUPPLY AGREEMENT WATER TREATMENT CHEMICALS  
LIST OF SUBCONTRACTORS**

The bidder is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Government code of the State of California.

The contractor shall perform with its own organization contract work amounting to not less than 30 percent (30%) of the total original contract price, excluding any specialty items designated by the City. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the amount of work required to be performed by the contractor's own organization.

**Bidder's Name** \_\_\_\_\_

Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_%

Specific Description of Subcontract: \_\_\_\_\_

DIR Registration number: \_\_\_\_\_

Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_%

Specific Description of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Name Subcontractor is licensed under: \_\_\_\_\_

License Number and Classification: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Percent (%) of Total Contract: \_\_\_\_\_%

Specific Description of Subcontract: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

# SAMPLE GENERAL SERVICE AGREEMENT



**GENERAL SERVICES PROVIDER STANDARD AGREEMENT  
BY AND BETWEEN  
VICTORVILLE WATER DISTRICT  
AND  
NAME OF SERVICE PROVIDER  
FOR  
TITLE OF PROJECT, PROJECT NUMBER**

**THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT** (the "Agreement") is made and entered into by and between the **VICTORVILLE WATER DISTRICT**, a County water district and subsidiary district of the City of Victorville, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California, hereinafter referred to as the "District", and **NAME OF SERVICE PROVIDER**, hereinafter referred to as the "Service Provider". The District and the Service Provider are sometimes hereinafter referred to as a "Party" or as the "Parties".

**RECITALS:**

**WHEREAS**, the District requires **DESCRIBE SERVICES**, and;

**WHEREAS**, in light of the facts set forth above, the District desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **DESCRIBE SERVICES**.

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1.                      RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

**Section 2.                      SCOPE OF SERVICES**

Service Provider shall provide to the District those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

**Section 3.                      COMPENSATION**

The District shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

**Section 4.                      FEE SCHEDULE**

The District shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit "B,"** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "B"** notwithstanding, in order to receive payments, Service Provider shall be required to

submit to District monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the District approximately thirty (30) working days following receipt of Service Provider's invoice.

**Section 5.**                    **RESERVED**

**Section 6.**                    **TERM OF AGREEMENT**

This Agreement shall be for an initial term of **NUMBER of MONTHS**, commencing on **COMMENCEMENT DATE** (the "Commencement Date") and expiring on **TERMINATION DATE** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

**\*\*\* IF NO OPTION PERIODS – DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY\*\*\***

This Agreement may be extended for **NUMBER OF YEARS, MONTHS, ETC.** additional one-year periods (hereinafter "Option Periods"), at the option of District, subject to satisfactory performance as determined by the District. District shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the District decide to exercise its option(s) to extend. In the event District does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the District fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the District may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

**Section 7.**                    **INDEPENDENT CONTRACTOR STATUS**

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

**Section 8.**                    **REPRESENTATIONS AND ACKNOWLEDGMENTS  
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF  
SERVICE PROVIDER**

a.        Service Provider represents and acknowledges the following:

(1)        The District is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2)        Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the District.

(3)        The services described in this Agreement can be performed without the use of District equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the District must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The District will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the District.

b. The District represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The District will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the District from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the District on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the District in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on District-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9. NOT AGENT OF THE DISTRICT**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the District or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the District to any obligation whatsoever.

## **Section 10.**                    **LICENSES AND PERMITS**

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

## **Section 11.**                    **WARRANTY**

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

## **Section 12.**                    **FAMILIARITY WITH WORK**

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the District, Service Provider shall immediately inform the District of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee.

## **Section 13.**                    **CONFLICTS OF INTEREST**

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the District determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the District Secretary's Office pursuant to the written instructions provided by the District Secretary.

## **Section 14.**                    **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

## **Section 15.**                    **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial

vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

**Section 16.**                    **WORKERS' COMPENSATION INSURANCE**

a.        Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b.        If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the District.

**Section 17.**                    **RESERVED**

**Section 18.**                    **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the District and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the District Legal Counsel, as Additional Insureds.

**Section 19.**                    **WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the District and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

**Section 20.**                    **PROOF OF INSURANCE COVERAGE;  
REQUIRED ENDORSEMENTS**

a.        Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the District Secretary certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b.        The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the District shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c.        Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the District of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the District. Any insurance maintained by the District shall be in excess of Service Provider's insurance and shall not contribute with it."

## **Section 21.                      TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the District shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the District shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

## **Section 22.                      TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

## **Section 23.                      INDEMNIFICATION**

a. Service Provider shall defend, indemnify, and hold harmless the District, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the District), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the District's own negligence or willful misconduct, or that of its officers or employees.

b. The District does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the District, or the deposit with the District, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

## **Section 24.                      REPORTS**

Upon request by **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, Service Provider shall prepare and submit reports to the District concerning Service Provider's performance of the services required by this Agreement.

**Section 25.**                    **RECORDS**

a.        Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, to evaluate the cost and the performance of such services.

b.        Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c.        **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d.        Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

**Section 26.**                    **RESERVED**

**Section 27.**                    **CONFIDENTIALITY**

a.        Any and all documents and information obtained from the District or prepared by Service Provider for the District shall be kept strictly confidential unless otherwise provided by applicable law. All District data, documents and information shall be returned to District upon termination of the Agreement.

b.        Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, or as required by applicable law.

c.        Service Provider shall not disclose to any other entity or person any information regarding the activities of the District, except with the prior written approval of **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, or as required by applicable law.

**Section 28.**                    **PRINCIPAL REPRESENTATIVES**

a.        **PROVIDER REPRESENTATIVE NAME AND TITLE**, is designated as the principal representative of Service Provider for purposes of communicating with the District on any matter associated with the performance of the services set forth in this Agreement.

b.        **DOUG MATHEWS, DIRECTOR, PUBLIC WORKS AND WATER**, or his designee, shall be the principal representative(s) of the District for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c.        Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

**Section 29.**

**MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified or amended only by a written instrument signed by both Parties.

**Section 30.**

**ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the District and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Agreement.

c. No agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

**Section 31.**

**AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "A"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this General Services Provider Standard Agreement and **Exhibit "A"**, the terms of this General Services Provider Standard Agreement shall control and nothing set forth in **Exhibit "A"** shall be deemed to supersede any of the provisions of this General Services Provider Standard Agreement.

**Section 32.**

**NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the District:

**Doug Mathews, Director,  
Public Works and Water  
City of Victorville  
14343 Civic Drive  
Victorville, CA 92392**

To Provider:

**PROVIDER REP. NAME AND TITLE  
COMPANY NAME  
ADDRESS**



b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

**Section 33. NON-LIABILITY OF DISTRICT OFFICERS  
AND EMPLOYEES**

No officer or employee of the District shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the District or for any amount, which may become due to Service Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

**Section 34. REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

**Section 35. WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 36. ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 37. CARE OF WORK**

The performance of services by Service Provider or the payment of money by the District shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the District, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

**Section 38. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 39.****SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 40.****GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 41.****SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 42.****GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 43.****DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 44.****CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either

Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 45.**                    **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 46.**                    **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 47.**                    **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the District, until signed by the authorized representative(s) of Service Provider, approved by the District Risk Manager, and executed by the authorized District personnel or Mayor.

**Section 48.**                    **REPRESENTATIONS OF PARTIES AND  
PERSONS EXECUTING AGREEMENT**

(a) Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

**Section 49.**                    **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

**VICTORVILLE WATER DISTRICT**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
**NAME AND TITLE**

By: \_\_\_\_\_  
**NAME AND TITLE**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ADD ATTEST IF OVER \$25K**

**VICTORVILLE WATER DISTRICT**

**APPROVED AS TO STANDARD FORM**

By: \_\_\_\_\_  
**Chuck Buquet,  
District Risk Manager**

By: \_\_\_\_\_  
**Andre de Bortnowsky,  
District Legal Counsel**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_